

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Renee Curtis-Carey a/k/a Renee Curtis  
Debtor,

PHH Mortgage Corporation as servicer for  
Deutsche Bank National Trust Company, as  
Trustee for Morgan Stanley Dean Witter  
Capital I Inc. Trust 2003-NC2, Mortgage Pass-  
Through Certificates, Series 2003-NC2  
Movant.

v.

Renee Curtis-Carey a/k/a Renee Curtis  
Debtor/Respondent,

BANKRUPTCY CASE NO.  
16-17392-amc

CHAPTER 13

11 U.S.C. § 362

**STIPULATION AS TO DEBTOR'S SECOND MOTION FOR CONTEMPT  
AGAINST PHH MORTGAGE (DOCUMENT No. 87)  
AND THE COURT'S MAY 25, 2022 ORDER (DOCUMENT No. 95)**

AND NOW, in consideration of the mutual promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed to by and between the undersigned as follows:

1. This agreement incorporates the first Contempt Motion (Document No. 80, the "First Contempt Motion"), the second Contempt Motion (Document No. 87, the "Second Contempt Motion") and previous Court Orders entered on November 20, 2016 (Document No. 13), November 17, 2021 (Document No. 76), and May 25, 2022 (Document No. 95).
2. The parties agree that the Contempt Order entered May 25, 2022 (Document No. 95) has been satisfied by payments from PHH Mortgage pursuant to such Order; PHH has paid Debtor's Attorney fees of \$8,113.00 and has paid Debtor \$8,000.00.

3. The parties agree this Stipulation fully resolves all issues and controversies asserted in the First Contempt Motion and the Second Contempt Motion, and fully satisfies any Order resulting from either the First Contempt Motion or the Second Contempt Motion. As such the parties agree that the resolution of all issues and in full compliance with the terms of the Orders obviate the need for any and all further action with respect to said Motion(s) and/or Orders and said Order is of no further effect.

4. Debtor waives the \$200 per diem penalty contained in the May 25, 2022 Order.

5. PHH Mortgage shall pay Debtor \$10,000.00 within five (5) days of approval of this Stipulation by the Court.

6. The mortgage account is current and due for the August 1, 2022 payment; accordingly, Debtor is not required to make a July 1, 2022 payment.

7. Debtor will continue making regular mortgage payments to PHH Mortgage commencing with the August 1, 2022 payment. Attached to this Stipulation is an accurate amortization schedule reflecting the status of the mortgage account.

The parties hereto respectfully request that this Honorable Court approve this stipulation.

Dated: 6/30/2022 /s/Christopher A. DeNardo  
Christopher A. DeNardo 78447  
Lily C. Calkins 327356  
Attorney for Movant

Dated: 6/30/2022 /s/Alfonso G. Madrid  
Alfonso G. Madrid, Esquire, Community Legal  
Services of Philadelphia  
Attorney for Debtor

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, it is hereby ORDERED that the foregoing Stipulation is approved, shall be, and is made an Order of this Court.

BY THE COURT:

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HONORABLE ASHELY M. CHAN  
UNITED STATES BANKRUPTCY JUDGE